

<b>REQUEST FOR QUOTATIONS</b> (THIS IS NOT AN ORDER)				PAGE 1	OF 	PAGES 20
1. REQUEST NO. <b>RFQ 08-06</b>	2. DATE ISSUED <b>February 5, 2008</b>	3. REQUISITION/PURCHASE REQUEST NO. <b>REQ# 08-0139</b>	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1 <b>&gt;</b>	RATING		
5A. ISSUED BY <b>NATIONAL ENDOWMENT FOR THE ARTS, 1100 PENNSYLVANIA AVE., GRANTS &amp; CONTRACTS, ROOM 618, WASHINGTON, DC 20506</b>			6. DELIVER BY (Date)			
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls) <b>LATONCA HARRIS (202) 682-5476</b>			7. DELIVERY FOB DESTINATION      OTHER (See Schedule)			
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE <b>PROSPECTIVE OFFERORS,</b>			9. DESTINATION (Consignee and address, including ZIP Code)			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) <b>by 4:00 pm (EST) on February 15, 2008</b>						
<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						

**12. SCHEDULE (Include applicable Federal, State and local taxes)**

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	<p>Proposals are requested for Newsletter Design Services, as detailed herein.</p> <p><b>Work Samples relating to magazines and newsletters are required to be submitted with proposals (See page 7)</b></p> <p><i>[The National Endowment for the Arts continues to experience lengthy delays in the delivery of First-Class and Priority mail. Please consider using alternative delivery services.]</i></p>				
13. DISCOUNT FOR PROMPT PAYMENT <b>&gt;</b>	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %	

14. NAME AND ADDRESS OF QUOTER (Street, city, county, State, and ZIP Code)  <b>DUNS:</b>	15. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	16. DATE OF QUOTATION
	17. NAME AND TITLE OF SIGNER (Type or print)	18. TELEPHONE NO. (Include area code)

**REQUEST FOR QUOTATION (RFQ) 08-06****CONTINUATION OF STANDARD FORM 18**

The following addenda are hereby made to the numbered blocks appearing on Standard Form 18.

**BLOCKS 12 a. THROUGH f. – SCHEDULE/PRICES**

The prices of this Purchase Order are as set forth below:

<u>ITEM No.</u>	<u>SUPPLIES OR SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Layout and Typesetting for each 16-page issue	6	issues	\$	\$
2.	Final Format and disk form for GPO with document, also in PDF file for each issue	6	issues	\$	\$
3.	Materials/Couriers	6	issues	\$	\$
4.	Authors Alterations	30	hours	\$	\$
5.	Consultation on Printing	9	hours	\$	\$
	<b>TOTAL</b>				\$

Line items No. 4 and No. 5 are subject to the following provision:

**FAR 52.213-3 NOTICE TO SUPPLIER (APR 1984)**

This is a firm order ONLY if your price does not exceed the maximum line item or total price in the Schedule. Submit invoices to the Contracting Officer. If you cannot perform in exact accordance with this order, WITHHOLD PERFORMANCE and notify the Contracting Officer immediately, giving your quotation.

(End of Clause)

## **DESCRIPTION/SPECS./WORK STATEMENT**

### **SCOPE OF WORK**

The contractor shall provide design, layout, and typesetting for six issues over approximately a 12-month period of a 16-page, four-color magazine/newsletter of the National Endowment for the Arts. The magazine/newsletter will highlight the NEA's accomplishments, including departmental information, feature articles, and general NEA news. The audience for the publication is primarily Congress, the White House, other federal agencies, and arts service organizations.

### **DETAILED SPECIFICATIONS**

- 1** The newsletter will be sixteen pages and will be produced bimonthly. The Contractor shall produce all six issues of the newsletter using the existing cover template. The work will include submission of mock-ups; layout of pages; sizing and positioning of images; design and production of the cover and masthead; design and production of all pages. The contractor shall supply the final product on disk for the Government Printing Office (GPO).
- 2** The Contractor shall provide design plans for front and back covers, masthead, narrative text pages, and use of photos and other images for each issue. Preliminary design matter will include typefaces to be used. Style of presentation for graphic materials, cropping techniques, and other special treatment of photos (such as silhouetting) or other images to be used throughout the publication should also be included. This phase of the design work will be completed within five business days after receiving material from the Endowment Project Director. The Contractor will then complete the design within 5 business days of receiving comments on proofs from the Endowment Project Director. At least one meeting at the Endowment Project Director's office will be required to discuss the magazine/newsletter after award of the contract.
- 3** Page mock-ups for photo placement. Pages will be designed to accommodate images (photos, reproductions of book covers, posters, etc.) that enhance the text. All design work, (including the cover, layout, and use of images) will be performed to the reasonable satisfaction of the Endowment Project Director.

The Contractor shall crop and size approximately 15-25 images per issue and insert all related captions in the appropriate places.

- 4** Proofs. The Contractor shall provide as many as three rounds of laser proofs (300 to 600 dpi) for each issue. The Endowment Project Director will transmit small edits and layout changes to the Contractor by e-mail or fax, and the Contractor may provide some proofs by PDF.

- 5 Layout of Text Pages. The Contractor shall work with the Endowment Project Director to achieve an appropriate layout. The Contractor shall accommodate minor changes after the initial layout is approved.
- 6 Typesetting. The Endowment will provide the text, photo credits and captions, and other copy to the Contractor in Microsoft Word. Also the Endowment will supply all photos and other images in either hard copy or electronic form. The Contractor shall, in turn, provide all camera-ready materials using fonts approved by the Endowment Project Director.
- 7 Authors Alterations. The Endowment may require author's alterations for up to 10 percent of the type of the first galleys at no additional charge.
- 8 Consultation on printing. The Contractor shall consult with GPO regarding printing and review of the bluelines.

### **PACKAGING AND MARKING**

All deliverable items shall be packaged and packed in accordance with normal commercial practices.

### **DELIVERIES OR PERFORMANCE**

- 1 The Contractor shall provide layouts to the Endowment within 5 business days after receiving materials from the Endowment Project Director.
- 2 The Contractor shall complete the design within 5 business days after receiving comments from Endowment Project Director.
- 3 The Contractor shall submit a final product of each issue to the Endowment Project Director on a computer disk that includes PDF file, completed GPO Form 952 (Disk Information), and one (1) hard copy of the final product according to the schedule established above. Issues will be printed every two months. This contract will begin with the Vol. 5 2006 issue.

### **CONTRACT ADMINISTRATION DATA**

#### **1 CONTRACTING OFFICE REPRESENTATIVES**

Contracting Officer: Latonca Harris, telephone (202) 682-5476

Endowment Project Director: (to be completed at time of award)

## **2 CONTRACTING OFFICER'S AUTHORITY**

The Contracting Officer is the only person authorized to approve changes in any requirements of this contract. This authority remains solely with the Contracting Officer. In the event the contractor effects any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

## **3 TECHNICAL MATTERS**

The contractor shall accept technical direction, during the period of performance, from the Endowment Project Director, providing such direction is within the scope of the contract.

The Endowment Project Director is authorized to perform the following activities:

- Interpret the Work Statement;
- Direct the performance of the Contractor's efforts within the scope of the Work Statement;
- Accept deliverables;
- Control all Government technical interface with the contractor;
- Review and investigate any delays or proposed contract changes and make recommendations to the Contracting Officer regarding corrective action; and
- Monitor contractor performance.

The Endowment Project Director is not a Contracting Officer. The Endowment Project Director is not authorized to modify any of the terms of the contract or to authorize expenditures beyond the funded amount of the contract. The Endowment Project Director is authorized to perform the functions listed above only insofar as those functions are exercised in a manner consistent with the Statement of Work and terms and conditions of this contract.

## **4 METHOD OF PAYMENT**

Payment will be made by the National Endowment for the Arts via Electronic Funds Transfer (EFT) and in accordance with the contract clause 52.212-4 Contract Terms and Conditions--Commercial Items (FEB 2007), and 52.232-34 Payment by Electronic Funds Transfer--Other Than Central Contractor Registration (May 1999), upon submission of commercial invoices to the Endowment Finance Office, Room 624.

### **Please note:**

**The successful contractor is required to be registered in Central Contractor Registration: <http://www.ccr.gov/>**

## **5 PRICING OF ADJUSTMENTS**

When costs are a factor in any determination of a contract price adjustment pursuant to the "Changes" Clause, or any other clause of this contract, such costs shall be in accordance with the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (48 CFR 31) in effect on the date of the contract.

### **SPECIAL CONTRACT REQUIREMENTS**

#### **PRIVATE USE OF CONTRACT INFORMATION AND DATA**

Except as specifically authorized by this contract, or as otherwise approved by the Contracting Officer, information and other data developed or acquired by or furnished the Contractor in the performance of this contract, shall be used by the Contractor only in connection with the work under this contract.

### **CONTRACT CLAUSES**

#### **52.252-2 CLAUSES INCORPORATED BY REFERENCE (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far.html>

(End of clause)

#### **FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

52.212-4 Contract Terms and Conditions--Commercial Items. (FEB 2007)

52.227-14 Rights in Data-General. (DEC 2007)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Commercial Items. (DEC 2007)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (34) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

#### **52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (SEPT 2006)**

(a) North American Industry Classification System (NAICS) code is **541430** and small business size standard is **\$5 M**.

(b) **Submissions shall include:**

- **Signed Standard Form 18, page 1.**
- A **brief proposal** addressing the technical description detailing the requirements in the solicitation. Explain, how the offeror shall comply with the schedule of deliverables.
- Proposed **Prices for the basic requirement, page 2**. Prices shall include all direct and indirect costs, profit, and any other factor which contributes to the total price.
- A completed copy of the **Representations and Certifications (Pages 8-20)**.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) **Product Samples**. Recent product samples related to magazines and newsletters shall be submitted at the time specified for receipt of offers. Samples shall be submitted at no expense to the Government, and returned at the sender's request and expense. Please provide samples of research-related publications offeror has designed, preferably with graphs, tables, and charts, etc.

(e) NA

(f) NA

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) NA

(i) NA

(j) Data Universal Numbering System (DUNS) Number. The offeror shall enter, in the block on the cover page of its offer.

(k) Central Contractor Registration. By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) If applicable, the Government shall follow the provision.

(End of provision)

### **EVALUATION FACTORS FOR AWARD**

#### **FAR 52.212-2 Evaluation--Commercial Items (Jan 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government. Price and other factors considered. The following factors shall be used to evaluate offers: **Price, Past Performance, Proficiency of the Written Proposal, and Quality of Work Samples.** In order to select the winning offeror, NEA will rank offerors from best to worst by making paired comparisons, trading off the marginal differences in capability and price. If one offeror has both the better capability and the lower price, then that offeror will be the better value. If one offeror has the better capability and the higher price, then the technical evaluation panel will decide whether the marginal difference in capability is worth the marginal difference in price. If the technical evaluation panel considers the better capability to be worth the higher price, then the more capable, higher-priced offeror will be the better value. If not, then the less capable, lower-priced offeror will be the better value. If more than two proposals are received, the technical evaluation panel will continue to make paired comparisons until s/he decided which offeror represents the best value.

(b) N/A

(c) A written notice of award, mailed or otherwise furnished to the successful offeror shall result in a binding contract without further action by either party.

#### **52.212-3 Offeror Representations and Certifications—Commercial Items. (Nov 2007)**

An offeror shall complete only paragraph (l) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (k) of this provision.

(a) *Definitions.* As used in this provision—



“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and 3325(d), reporting requirements of [26 U.S.C. 6041](#), 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(3) *Taxpayer Identification Number (TIN)*.

- o TIN: \_\_\_\_\_.
- o TIN has been applied for.
- o TIN is not required because:
  - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - o Offeror is an agency or instrumentality of a foreign government;
  - o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);

- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other \_\_\_\_\_.

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:  
 Name \_\_\_\_\_.  
 TIN \_\_\_\_\_.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:\_\_\_\_\_

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *[Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).]* The offeror represents as part of its offer that it o is, o is not an emerging small business.

(ii) *[Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).]* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

*(Check one of the following):*

**Number of Employees      Average Annual Gross Revenues**

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51–100	<input type="checkbox"/> \$1,000,001–\$2 million
<input type="checkbox"/> 101–250	<input type="checkbox"/> \$2,000,001–\$3.5 million
<input type="checkbox"/> 251–500	<input type="checkbox"/> \$3,500,001–\$5 million
<input type="checkbox"/> 501–750	<input type="checkbox"/> \$5,000,001–\$10 million
<input type="checkbox"/> 751–1,000	<input type="checkbox"/> \$10,000,001–\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) *[Complete only if the solicitation contains the clause at FAR [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is

based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.*]

(10) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian or Moroccan end product,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the

clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

**Line Item No.    Country of Origin**


*[List as necessary]*

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

**Line Item No.    Country of Origin**


*[List as necessary]*

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

**Line Item No.**

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[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

**Line Item No.    Country of Origin**


[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

**Line Item No.    Country of Origin**


[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy



American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

**Listed End Product    Listed Countries of Origin**

\_\_\_\_\_

\_\_\_\_\_

(2) *Certification*. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (l)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs \_\_\_\_\_.

*[Offeror to identify the applicable paragraphs at (b) through (k) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

(End of provision)

*Alternate I (Apr 2002).* As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

*[The offeror shall check the category in which its ownership falls]:*

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

*Alternate II (Oct 2000).* As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) *Address.* The offeror represents that its address is, or is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. “Address,” as used in this provision, means the address of the offeror as listed on the Small Business Administration’s register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, “address” refers to the address of the small disadvantaged business concern that is participating in the joint venture.